

FEBRUARY 19, 2008

**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**

02-14-08BTB136068

65100-1044LIT-4649

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

08 C 1022

JAMES T. SULLIVAN, not)
individually but as Trustee of)
PLUMBERS' PENSION FUND, LOCAL 130,)
U.A., PLUMBERS' WELFARE FUND,)
LOCAL 130, U.A., THE TRUST FUND)
FOR APPRENTICE AND JOURNEYMEN)
EDUCATION AND TRAINING, LOCAL 130,)
U.A., and CHICAGO JOURNEYMEN) No.
PLUMBERS' LOCAL UNION 130, U.A.,)
GROUP LEGAL SERVICES PLAN FUND,) Judge
THE PLUMBING COUNCIL OF)
CHICAGOLAND, an Illinois not-for-profit) Magistrate Judge
corporation, and CHICAGO JOURNEYMEN)
PLUMBERS' LOCAL UNION 130, U.A.,)
)
Plaintiffs,)
v.)
)
KELCODE CORING, LLC,)
an Illinois limited liability company,)
)
Defendant.)

**JUDGE ZAGEL
MAGISTRATE JUDGE COLE**

COMPLAINT

NOW COME Plaintiffs, JAMES T. SULLIVAN, not individually but as a Trustee of PLUMBERS' PENSION FUND, LOCAL 130, U.A. ("Pension Fund"), PLUMBERS' WELFARE FUND, LOCAL 130, U.A. ("Welfare Fund"), THE TRUST FUND FOR APPRENTICE AND JOURNEYMEN EDUCATION AND TRAINING, LOCAL 130, U.A. ("Apprentice Fund"), THE CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A., GROUP LEGAL SERVICES PLAN FUND ("Legal Fund"), THE PLUMBING COUNCIL OF CHICAGOLAND ("Plumbing Council"), and CHICAGO JOURNEYMEN

PLUMBERS' LOCAL UNION 130, U.A. ("Union") by their attorneys, DOUGLAS A. LINDSAY, JOHN W. LOSEMAN, LISA SIMIONI, and BRIAN T. BEDINGHAUS, and with LEWIS, OVERBECK & FURMAN, LLP, of counsel, and, for their Complaint against Defendant, KELCODE CORING, LLC, an Illinois limited liability company, state:

1. JAMES T. SULLIVAN is a Trustee of Pension Fund, Welfare Fund, Apprentice Fund, and Legal Fund (collectively "Funds"), and is authorized to bring this action on their behalf pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. § 1001, *et seq.*

2. Funds are trusts created and existing in accordance with the provisions of § 302(c) of the Labor Management Relations Act of 1947 ("LMRA"), 29 U.S.C. § 186(c), and are multiemployer benefit plans.

3. Plumbing Council is an Illinois not-for-profit corporation.

4. Union is a labor organization within the meaning and definition of 29 U.S.C. § 152 and represents employees in an industry affecting commerce.

5. The Court has jurisdiction over the claim stated by JAMES T. SULLIVAN on behalf of Funds pursuant to Section 301 of LMRA, 29 U.S.C. §185, and ERISA, 29 U.S.C. §§ 1132(e)(1) and 1145.

6. Venue is proper in the Northern District of Illinois pursuant to 29 U.S.C. § 1132(e)(2).

7. The Court has jurisdiction over the claim stated by Plumbing Council pursuant to Section 301 of LMRA, 29 U.S.C. §185.

8. Defendant is an Illinois limited liability company and is engaged in an industry

affecting commerce, to wit: Defendant is a plumbing contractor with its principal place of business within the jurisdiction of this Court.

9. There was in effect on and after October 31, 2005, a written Collective Bargaining Agreement (“Agreement”) between Union and Defendant. A true and correct copy of the Agreement for the period from June 1, 2004, through May 31, 2007, and the signature page dated October 31, 2005, are attached hereto as Exhibit A.

10. Agreement requires Defendant to pay certain contributions and deductions to Plaintiffs based on the hours of work performed by covered employees.

11. Agreement establishes a Joint Arbitration Board (“JAB”) and provides for arbitration before the JAB of disputes between the parties.

12. Pursuant to Agreement, on August 14, 2007, the JAB issued its Decision and Award (“Award”), a true and correct copy of which is attached hereto as Exhibit B, finding that Defendant violated Agreement and requiring Defendant to pay \$11,506.04 to Plaintiffs.

13. The Award is itemized as follows:

a.	Pension Fund	-	\$ 2,972.60
b.	Welfare Fund	-	5,390.24
c.	Apprentice Fund	-	636.44
d.	Plumbing Council	-	384.53
e.	Legal Fund	-	375.71
f.	Working Dues	-	77.44
g.	Liquidated Damages	-	786.96
h.	Interest (through September 15, 2007) -	-	<u>882.12</u>
	Total:		\$11,506.04

14. Award further requires that if Defendant fails to pay the full amount of Award by September 13, 2007, Defendant must reimburse Union and Funds for all attorneys’ fees and costs incurred to enforce Award.

15. Award further requires that after September 15, 2007, Defendant must pay additional interest at the rate of \$147.55 per month until the Award is paid in full.

16. Defendant received from the JAB a copy of Award, which demanded payment pursuant to its terms.

17. Defendant has refused, failed, and neglected to comply with Award.

WHEREFORE, Plaintiffs, JAMES T. SULLIVAN, etc., et al., pray for judgment in their favor confirming and enforcing the Award in favor of Plaintiffs and against Defendant, KELCODE CORING, LLC, in the amount of \$11,506.04, plus the following:

- a. Accrued interest at the rate of \$147.55 per month for the period from September 15, 2007, until the date of judgment, pursuant to Award and ERISA, 29 U.S.C. §1132(g)(2)(B); and
- b. Additional (double) interest pursuant to ERISA, 29 U.S.C. §1132(g)(2)(C); and
- c. Plaintiffs' reasonable attorneys' fees and costs, pursuant to Award and ERISA, 29 U.S.C. §1132(g)(2)(D); and
- d. Such other legal and equitable relief as the Court deems appropriate, pursuant to ERISA, 29 U.S.C. §1132(g)(2)(E).

JAMES T. SULLIVAN, etc., et al.,
by their attorneys, DOUGLAS A. LINDSAY,
JOHN W. LOSEMAN, LISA M. SIMIONI, and
BRIAN BEDINGHAUS

s/ Douglas A. Lindsay

By: _____

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